



# EVENING BULLETIN.

WEDNESDAY EVENING, MAY 16, 1855.

BELL SMITH ABROAD. Illustrated by Healy, Walcutt, & Oberarche. New York: J. C. Derby.

The readers of the Louisville Journal need no introduction from us to Bell Smith. Her own brilliant pen, and her own sparkling, witching, and delightful style have so often graced the columns of this paper and have made so many friends and admirers for her, that we need say but little toward creating a demand for this charming volume. But some tribute is nevertheless due to Bell Smith for the real pleasure she has imparted in every chapter of her book, and that tribute we cheerfully pay. Her admirable powers seem so much at home in every variety and phase of life, that she touches no subject without making it sparkle with the lights of her genius. The voyage across the Atlantic is sketched with charming grace and in Bell Smith's peculiar style. Mrs. T., her oddities, her adventure with the English highwayman, the woman with the seventeen years' headache and an appetite to correspond, the eager rush upon the pilot of the English Channel for a Times newspaper three weeks old, are sketched in Bell Smith's best manner. Havre, Rouen, and the repeated "sales" of the American party in search of "the old cathedral," and "the monument to Joan of Arc" are drawn with graphic power. Her sketch of French and English hotels is not long, but it speaks volumes. She says: "French hotels, like their counterparts over the Channel, are manned by sportsmen, who take game upon the wing. So very severe are the hunters in their charge upon the unfortunate that the game gets out with a squeak, so dreadfully plucked, so near the abstract, that it may be thankful, indeed, to escape, owning enough feathers to fly with. None but a bird of passage, entirely ignorant of where to place the sole of his foot, ever fluttered into such an ambush; so the keen sportsman makes the most of such as fall in his way." Indeed there seems to be little chance of escape even by keeping clear of this class of "sportsmen," for in her enlarged experiences Bell Smith says: "If comfort or enjoyment is the object, Paris is the last place to seek for a residence. Comfort is out of the question and the enjoyments are traditions. What can one think of a people without the word 'home' in their language—without a chimney, in an immense city, that smokes at the right end; of a people who sell wood and coal by the weight, and burn them in homoeopathic doses? Why a Frenchman never thinks of making a fire, if he can look from his room across the street at his neighbor's is to be thought of a people who medium is copper and counted. We have been called a money-mongers as compared to the French; it is a To come from New York to this place is to leave a generous, impulsive people, narrow, avaricious crowd, that come expectedly upon you that you are astounded to hesitate about expressing the fact. You leave the great heart of a great country, throbbing with the currents of a world-wide commerce, and moving with the dignity of a nation possessed of a destiny, for a country of tradesmen without trade, and avaricious without money. A merchant with us is a gentleman; here he is a cheat." The reader will be amused with the results of Bell Smith's attempts to be economical in a breakfast at Paris. The experience is detailed in the 6th chapter.

We think there are few who will read Bell Smith's description of Washington City, on pages 119 and 120, without thanking her for the suggestive thoughts she gives; it is followed too by a contrast scene of American travelers with the experiences of Lever's Dodd family. The rapid fitting from gay to grave is one of Bell Smith's delightful charms, and her book is full of specimens of this happy gift. At one moment she awakens the keenest emotions of sympathy in her notice of Kosuth's children at school in Paris, and at the next her reader is convulsed with laughter over the antics of Bell's husband in the "Gallery of the old masters." The reader is carried through scenes in the palace of an invalid archbishop in a style of humor that Thackeray might envy, and then follows a scene in which the Empress Eugenie figures nobly, and it is as pathetic as Dickens. A notable "Jones," superintending the medical education of his son in Paris, is drawn after a *bal masque* in a style of comic humor that has rarely ever been excelled, and a mournful story of a poor girl, from the valley of the Aoste, is drawn with remarkable power. In the "Garden of Plants," Bell Smith hears something of the ancient stalwart form of the Puritan Englishman degenerated into the "thin, weak, consumptive Yankee," and Bell starts the question, "how would the skulls compare?" and the answer is of Webster's, Clay's, and Hawthorne's domes of mind.

A visit to Fontainbleau introduces a curious vision of the architect engaged in building a theater at that place for Louis Napoleon. The chapter on the Chiffoniers of Paris contains a strange story of a once celebrated Parisian physician, now among the midnight rag-gatherers of the streets. The catacombs of Paris are partially described, and there is told a fearful story of an artist, who, in trying there experiments he had tried in the Mammoth Cave of Kentucky, was lost in the darkness of the labyrinths.

In her sketches of the prisons of Paris, Bell Smith translates a story of profound interest respecting Villeneuve and Louise Bertole in the hands of Mazzarin.

The last chapter is devoted to authors and artists. Graphic pictures are drawn of two of Bell Smith's artistic friends whose admirable illustrations adorn the work. Lamennais, at whose funeral the government perpetrated one of its outrages, Vattimare, Dumas, and Lamar-

the grace this portion of Bell Smith's charming volume. Of Lamartine's great industry and scrupulous honesty she speaks in appropriate terms. Of his personal appearance she thus speaks: "M. Lamartine rose to meet us, and I was absolutely startled by his resemblance to Henry Clay—a handsome edition of Henry Clay—Henry Clay revised and improved, but yet in expression, almost in feature, in every movement, Henry Clay." But alas for France, for Europe, for humanity, he lacked the dauntless courage, the indomitable will, of the great American commoner. Had he possessed these in the "provisional government," the wretch who now rules it over France might still have been a London rogue, and freedom would not have been strangled in Italy, Hungary, Austria, and Prussia.

It is difficult to do justice to this delightful volume of sketches. They are instinct with life, they sparkle with brilliants, are gemmed with wit, and address themselves to almost every chord of the human heart. But, charming Bell Smith, with such lovely gifts of language as you possess, with such rare and perfect tastes as you display, why do you sully your delightful pages with such abominations as "enthuse" and enthused?" Is there the remotest shadow of classic purity or of English undefiled in such forms of expression? We pray thee to sin no more in this way. Upon the beautiful habiliments of your mind such spots are noticeable.

This work is profusely and handsomely illustrated by Healy, Walcutt, and Oberarche, and Derby has done his establishment credit by the style of the typography.

This work may be found at Morton & Griswold's.

DEATH OF THOMAS HULME, Esq.—The citizens of Philadelphia have recently experienced a severe loss in the death of Thomas Hulme, known to many citizens of Louisville as the father of Mr. John Hulme, formerly an active and enterprising resident of this city.

Thomas Hulme was born in England, on the 7th of September, 1777, and died in Philadelphia, on the 7th of May, 1855, in the 78th year of his age. His early life was cast in humble circumstances, but his fine sense, his energy, superior business abilities, industry, and enterprise enabled him to attain an enviable social position and in affluent circumstances. He was remarkable for the practical character of his intellect, and he owed his success to the excellent use he made of it. He was engaged in a variety of enterprises in Philadelphia, and had never failed in his success in all his undertakings.

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## AMUSEMENTS.

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FOR TWO NIGHTS ONLY.

**Cornet and Orchestral Band,**  
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Assisted by eminent Instrumental and Vocal Talent,  
Has the honor of announcing  
**TWO GRAND CONCERTS,**  
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**FRIDAY and SATURDAY EVENINGS,**  
The 18th and 19th of May.

The following artists will appear at each Concert:

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the great Solo Cornet & Pianist;

**MR. APTOMAS,**  
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**MR. D. GRISWOLD,**  
the distinguished Tenor Vocalist;

And the following instrumental Soloists, of Dodworth's Band:

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Mr. T. J. DODWORTH,

Mr. M. K. BOYD FORD,

Mr. G. R. RITTER,

Mr. T. HABE,

Mr. H. G. MEYER,

Mr. C. SMELTZ.

**HARVEY B. DODWORTH,** Director.

Tickets 50 cents—to be had at Moore, Wehle, Peters, & Co's. and D. P. Faulds's music stores.

Doors open at 7. Concert to commence at 8.

ml 6 44:3

**THE GENUINE CAMPBELLS**  
ARE COMING.

**At Mozart Hall,**  
ON FRIDAY, MAY 11, 1855.

**DOUBLE TROUPE COMBINED IN ONE!**  
TWENTY-SIX PERFORMERS!

**Three Distinct Bands!**  
BRASS, REED, AND STRING BANDS!

Two Sets of Instrumental Performers!

TWO SETS OF VOCALISTS!

Two of the best European Comedians in the

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**F. K. WOOD,**  
WHITENER OF CEILINGS,  
COLORER OF WALLS,  
AND WALL PAPER VARNISHER,

Shop 652 Main street, between Second and Third,  
LOUISVILLE, KY.

**Ice! Ice! Ice!**

SKINNER, GOSNEL, & CO. are now prepared to furnish the finest of ICE to families, boarding-houses, hotels, coffee-houses and steam-boats at the shortest notice and on the most reasonable terms. Their office is on Third street, between Main and Water, next door to Crawford & Murry's feed store.

Mr. Eli Vansickle, having taken the place of Mr. Elias Skinner in the old firm of Skinner, Gosnel, & Co., will give his attention to the business.

J. GOSEN,  
ELI VANSICKLE.

ml 6 44:3

**E. TEELE & CO.**  
Ceilings Whitened, Walls Colored, and  
PAPER VARNISHED.

Orders thoroughly received and promptly attended to.  
Terms moderate.  
10, 164 FOURTH STREET,  
between Green and Walnut.

ml 6 44:3

**Great Bargains!**

NO. 425 MARKET STREET, SOUTH SIDE, BETWEEN  
FOURTH AND FIFTH, LOUISVILLE, KY.

**SAMUEL P. SECOR**

Has on hand a large and handsome assortment of BOOTS and SHOES, which will sell very low for cash.

He has a practical Boot and Shoe Maker, and, having his work manufactured under his own superintendence, can answer for its durability and superior style of workmanship.

Thanking the public for past favors, he solicits their further patronage, and, in return for his part in wanting for their ease and comfort.

He begs to apprise, in particular, those ladies and gentlemen who consider a well-fitting Boot or Garter an indispensable article of all within the circle of the lower classes, that his establishment is the only place in Louisville where they can depend upon being fitted.

Gentlemen's Boots of the best quality. Eastern Work at reduced prices.

Remember the number—425—south side Market, between Fourth and Fifth streets.

ml 6 44:3

**DR. D. A. LAUBENSTEIN,**  
Homeopathist,

OFFICE  
NO. 533 JEFFERSON STREET, BETWEEN FIRST  
AND SECOND.

TAKES the liberty of offering his services to the citizens and strangers in curing all diseases by Homeopathic remedies, enabled by much effort and experience to afford relief in the most desperate cases.

Do also gives attention to all disease of the Eye. He has had many years' experience in treatment of ocular diseases.

For further information, call at my office above-mentioned.

fech 16:30

**COAL! COAL! COAL!**

WE have fitted up a yard and office on the corner of Washington and Preston streets for the accommodation of the people up town, where they will find Major Jack Downing, always ready and obliging, to attend to those who will give a call, and Mr. W. W. Howard at the office, on Market street, between Second and Third, who will be pleased to give you Nut Coal, the same kind used in Pittsburgh, which can be sold two cents less on the bushel than other Coal, and is equally as good.

ELI F. LEEZER & CO.

ml 6 44:3

**R. S. RINGGOLD,**  
CHEMIST AND DRUGGIST,

87 THIRD STREET.

Having returned to Louisville and purchased the store formerly occupied by G. R. Miller, will give my personal and undivided attention to the Drug and Pharmaceutical business in all its branches. Physicians may depend on having their prescriptions compounded with accuracy, neatness, and dispatch at all hours, as I will give them my particular attention. Family Medicines of the best quality will be put up in the most careful and expedition manner.

I will also keep on hand an elegant and well-selected stock of Perfumery, Soaps, Tooth, Nail, and Hair Brushes, Dressing Combs, and other Fancy Goods, which will be sold at fair prices.

I hope that all my old friends will give me a call and renew the acquaintance, so liberally bestowed. Having ten years' experience in the business, I hope to merit, by strict attention, a share of the public patronage.

R. S. RINGGOLD,  
Druggist and Apothecary, 87 Third street.

ml 6 44:3

**COAL! COAL! COAL!**

POMEROY AND PITTSBURG COAL kept constantly on hand, which I will sell at lowest cash prices..... Offices on Third street, west-side, between Market and Jefferson, and Fulton, between Floyd and Preston streets.

JOSEPH ROBB.

ml 6 44:3

**PUBLIC NOTICE.**

**RUSHTON, CLARK, & CO.'S**  
GENUINE

**Cod Liver Oil,**  
FOR CONSUMPTION, SCROFULA, &c.

THE late firm of Rushton, Clark, & Co. being dissolved by the death of W. L. Rushton (the only Rushton ever connected with the firm), the firm of Rushton, Clark, & Co., surviving partners and sole successors, is now Mr. Clark who went to Newfountain to superintend its manufacture, and he is the only Druggist who ever went from the U. S. for that purpose, and as he will continue his superintendence of that branch of our business, he will warrant the Oil pure and safe. As success in its use depends upon the quality to be peculiar to see that the signature of HEGEMAN, CLARK, & CO., or RUSHTON, CLARK, & CO., is over the cork of each bottle. Hundreds of persons who had been using the Oil of other manufacturers, and who had returned to demand by the Pox Oil of our Manufacture, do particularly desire to specify HEGEMAN, CLARK, & CO., as it was Mr. Clark and not Rushton who has superintended its manufacture; and since Mr. Rushton's death, there has been a Rush to fill orders which have not as yet been completed with Rushton, Clark, & Co., the only representatives of that firm.

HEGEMAN, CLARK, & CO.

Sold by Wilder & Brother, Wilson, Starbird, & Smith, Lidenberger & Co., R. A. Robinson & Co., J. S. Morris & Son, J. R. Montgomery & Co., Bell, Talbot, & Co., Sutcliffe & Hughes, E. Morris, and by druggists generally.

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# EVENING BULLETIN.

[For the Louisville Bulletin.]

The citizens of Louisville no doubt feel more than ordinary interest in the suitably instituted in the Jefferson court by James Speed against John Barbee, and which is now depending in the Court of Appeals. But the public interest, large as it is, furnishes no sufficient apology for a general audience which the defendant's counsel have thought fit to pursue.

Neural of property is better understood or more universally agreed upon in the public mind than of the law. The investigation is proper. But the public interest, large as it is, does not furnish an sufficient apology for a general audience which the defendant's counsel have thought fit to pursue.

The reverse of the rule implies that all questions should be decided by the public, or at least that the power of public opinion or of the mob, as the case may be, should be used to awe and control the judicial decision. But the public opinion of a very large number of citizens in the case of Mr. Barbee seems to be totally oblivious of it. On the morning of the day that the cause was argued in the Circuit Court, before Judge Bullock, an elaborate opinion of Mr. Logan, one of Mr. Barbee's counsel, was published in the city papers, and now it is spreading by the appeal of Barbee before the Court of Appeals, the opinion of ex-Chancellor Nicholas, understood to be another of Barbee's counsel, is also published. The publication of these opinions was authorized by the counsel who presented them, and it may be reasonably inferred that they are emphatically unprofessional. Mr. Speed, however, has never objected to any mode of trying the question involved in the controversy between Mr. Barbee and himself. The General Council proposed to submit the question to the decision of the people, and Mr. Speed, in his opinion, was in his favor. Next it was understood that Mr. Barbee, or rather the persons who advocated his claims, were anxious to have the decision of Judge Bullock. No sooner was this desire made known than Mr. Speed, without any opposition, agreed with Mr. Bullock that the decision of the Mayor's office should be left to the character of the man who was elected to the office. Mr. Barbee seems to be totally oblivious of it. On the morning of the day that the cause was argued in the Circuit Court, before Judge Bullock, an elaborate opinion of Mr. Logan, one of Mr. Barbee's counsel, was published in the city papers, and now it is spreading by the appeal of Barbee before the Court of Appeals, the opinion of ex-Chancellor Nicholas, understood to be another of Barbee's counsel, is also published. The publication of these opinions was authorized by the counsel who presented them, and it may be reasonably inferred that they are emphatically unprofessional. Mr. Speed, however, has never objected to any mode of trying the question involved in the controversy between Mr. Barbee and himself. The General Council proposed to submit the question to the decision of the people, and Mr. Speed, in his opinion, was in his favor.

The following is the opinion of Chancellor Pirth made to the Board of Aldermen in February last:

I have had under consideration the case submitted by the Mayor of Louisville in his letter to me, according to a resolution of the General Council, in reference to the expression of the present Mayor's term of office; and now render my opinion on and to the General Council:

The agreed case states that John M. Depp was elected mayor on April 1, 1851, and on the 1st of October, 1851, he resigned the office, and was succeeded in the office by James S. Speed, until the next general election in April, 1852, when James S. Speed was elected mayor; that at the next general election under the charter, in April, 1853, a mayor was voted for, and Speed had the majority of the votes; and that the General Council had declared by resolution that there had been no regular election as said Speed was in office by the election of 1851. At the election of 1854, Speed again received a majority of votes and was qualified mayor. He did not qualify under the election of 1851.

By the 1st section of the 4th article of the city charter, it is provided that the mayor shall be elected for two years, and until his successor has been elected and qualified by the qualified voters of said city, at the times and places, and under such rules and regulations as may be prescribed by the general election of the members of the General Council and city officers.

By the 7th section of that article it is provided that, "should the mayor be temporarily disabled, from any cause, from discharging the duties of his office, or should the office be vacated, from any cause, before the expiration of the term of his election, the powers and duties of the office shall be exercised by a *pro tempore* mayor, who shall exercise the power and discharge the duties of mayor during the continuance of the mayor's disability, or until a mayor has been elected and qualified as hereinafter prescribed."

The mayor's office is not, by anything in the charter, connected in duration and cooperation with any other office, or body of officers. He makes communications to the General Council on the affairs of the city, and he approves or disapproves ordinances; but these duties have no connection with the office of mayor. The office of mayor is a distinct office, where the election as well as the continuance in office must be for two years, and by regular space of two years. If this were otherwise, the body of aldermen would be irregular, and it would be in a scandal to throw into confusion. So of the General Council, there is no connection between the offices at the same time, or the body would be irregular. But the mayor stands by himself; there is nothing indicating that the termination of his office shall be with any class of the aldermen, or with any particular Board of Common Council. The election of the mayor is to be held in the same place, on the same day, as there is to be the election of the office, or other regular succeeding time of election of the president of the United States or Governor of a State. In these instances a Vice President is elected and a Lieutenant Governor is elected for the same length of time; and if a vacancy occurs in the principal office, its time is fixed by the time of the officer who is to fill it.

It would be anomalous to say the General Council might fill a vacancy as happened here, by electing a *pro tempore* mayor, for the general election, for when the superior constituent is present, there is no principle, because there is no necessity that can allow the power to be exercised by another. The election, then, by the qualified voters in 1854 is regular. If it was regular, it is because it was a regular election, and that the *pro tempore* mayor is elected for two years, and until a mayor has been elected and qualified by the qualified voters of the city at the next general election, he is elected for two years, or some policy indicated by the connections of his office with others, or by its proper duration, or by the time of his election, or by the time of his election for two years. In 2<sup>nd</sup> Humphrey's Report (Term), page 17, Powers vs. Hurst, a question substantially the same as the one presented in the argued case, was decided by the Supreme Court of Tennessee. A register of the county had been elected for four years, according to the constitution. His office was vacated before two years had expired. The constitution provided, in case of a vacancy, for a temporary appointment by the justices, and then, that "such office shall be filled by the qualified voters at the first election of the county after the election of the *pro tempore* mayor, or the court decided that the incumbent had the office for *four years*."

It is my opinion, therefore, and I do decide, that the election for Mayor in 1852 was regular, that being at the time prescribed by the 1<sup>st</sup> section of the Charter by the first section of the 4th article of the Charter, and that the *pro tempore* mayor is elected for two years; for all elections of a Mayor by the qualified voters, he is elected for two years, consequently the election of 1853 was merely void, as there was a vacancy in the office. The election in 1854 was regular, and said Speed was elected for two years, and said Speed was elected and qualified by the qualified voters of said city, in the year 1856.

HENRY PINTLE, Chancellor

The following is the report of the committee made to the General Council Oct., 1851:

The joint committee appointed to report upon the question as to the election of the General Council in regard to the election of Mayor now report, that, after a most careful examination of the whole Charter of the City of Louisville, they are of the opinion that, whenever the office of Mayor is vacated from any cause, by the general election of the city, the General Council, upon joint ballot, elect a *pro tempore* mayor, who shall be duly elected and qualified, and that such *pro tempore* mayor must be elected by the qualified voters of the city at the next succeeding general election and hold his office, not for a portion of an unexpired term, but for two years from the day of his election.

The General Council, having already elected a Mayor *pro tempore*, has, in the opinion of the committee, no further duty to perform. At the next general election, which takes place on the first Saturday in April, 1852, a Mayor must, under their construction of the Charter, be elected by the qualified voters of the city, who will hold his office for two years.

The slightest examination of the Charter will satisfy any one of the correctness of the following propositions:

1<sup>st</sup>. The Charter does authorize the General Council to order *pro tempore* mayors in either board of the General Council and vacancies in many other offices. See 10th section of the 4th art., 8th section of the 4th art., and the 1st section of the 11th art.

2<sup>nd</sup>. The Charter does not authorize the General Council to order *pro tempore* mayors in the office of Mayor.

3<sup>rd</sup>. The Charter does not authorize the General Council to order *pro tempore* mayors in either board of the General Council and vacancies in many other offices. See 10th section of the 4th art., 8th section of the 4th art., and the 1st section of the 11th art.

4<sup>th</sup>. The Mayor, who is elected by the qualified voters of the city, holds his office for two years. The qualified voters of the city are not authorized to elect a Mayor for a shorter term.

5<sup>th</sup>. The 7th section of the Charter, as well as that special provision contained in the 7th section of the 4th article, which authorizes the General Council to "allow the Mayor *pro tempore*, such compensation as they may deem adequate for his services," indicates that the *pro tempore* mayor, under all circumstances, will not be *pro tempore* for a long period of time.

6<sup>th</sup>. The day prescribed for the general election of city officers is the first Saturday in April. See last section of the 11th art.

7<sup>th</sup>. The Mayor, who is elected by the qualified voters of the city, holds his office for two years. The qualified voters of the city are not authorized to elect a Mayor for a shorter term.

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